

3.2.2.5-1 Terms and Conditions-Simplified Purchases (Services and Supplies) (January 2012)

(a) 3.1-1 Clauses and Provisions Incorporated by Reference (October 2011) This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <https://conwrite.faa.gov>.

- 3.1.7-2 Organizational Conflicts of Interest (August 1997)
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (May 2011)
- 3.2.5-1 Officials Not to Benefit (April 1996)
- 3.2.5-3 Gratuities or Gifts (January 1999)
- 3.2.5-4 Contingent Fees (October 1996)
- 3.2.5-5 Anti-Kickback Procedures (October 2010)
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
- 3.3.1-1 Payments (April 1996)
- 3.3.1-15 Assignment of Claims (April 1996)
- 3.3.1-33 Central Contractor Registration (January 2008)
- 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (February 2009)
- 3.3.2-1 FAA Cost Principles (October 1996)
- 3.6.1-7 Limitations on Subcontracting (July 2008)
- 3.6.2-8 Affirmative Action Compliance (April 1996)
- 3.6.2-9 Equal Opportunity (August 1998)
- 3.6.2-13 Affirmative Action for Workers With Disabilities (October 2010)
- 3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)
- 3.6.2-39 Trafficking in Persons (January 2008)
- 3.6.2-44 Notification of Employee Rights Under the National Labor Relations Act (January 2012)
- 3.6.3-16 Drug Free Workplace (February 2009)
- 3.6.4-2 Buy American Act-Supplies (July 2010)
- 3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)
- 3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification (January 2012)
- 3.9.1-1 Contract Disputes (October 2011)
- 3.9.1-2 Protest After Award (August 1997)
- 3.9.1-3 Protest (October 2011)
- 3.10.1-7 Bankruptcy (April 1996)
- 3.10.1-25 Novation and Change-of-Name Agreements (October 2007)
- 3.13.-3 Printing or Copying Double-Sided on Postconsumer Fiber Content Paper (January 2012)
- 3.13-4 Contractor Identification Number-Data Universal Numbering (DUNS) Number (April 2006)
- 3.13-5 Seat Belt Use by Contractor Employees (January 1999)
- 3.13-13 Contractor Policy to Ban Text Messaging While Driving (February 2011)

(b) The Contractor shall comply with the following additional AMS clauses, incorporated by reference, unless the circumstances do not apply:

- 3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)

3.3.1-24 Fast Payment Procedures (October 1996)

3.6.2-2 Convict Labor (April 1996)

3.6.2-3 Walsh-Healey Public Contracts Act Representation (October 2010)

3.6.2-4 Walsh-Healey Public Contracts Act (October 2010)

3.6.2-5 Certification of Nonsegregated Facilities (February 2009)

3.6.2-12 Equal Opportunity for Veterans (February 2011)

3.6.2-14 Employment Reports on Veterans (February 2011)

3.6.2-28 Service Contract Act of 1965, as Amended (October 2010)

3.6.2-31 Fair Labor Standards Act and Service Contract Act-Price Adjustment (April 1996)

(c) The Contractor shall comply with the following AMS provisions or clauses that the Contracting Officer has indicated as being incorporated by reference:

3.6.3-13 Recycle Content and Environmentally Preferable Products (April 2009)

3.6.3-20 IEEE 1680 Standard for the Environmental Assessment of Personal Computers (January 2011)

3.6.3-20 Alternate I IEEE 1680 Standard for the Environmental Assessment of Personal Computers (January 2011)

3.10.1-12 Changes-Fixed Price (April 1996)

3.10.6-1 Termination for Convenience of the Government (Fixed-Price) (October 1996)

3.10.6-4 Default (Fixed Price Supply and Services) (October 1996)

3.10.6-5 Default (Fixed-Price Research and Development) (October 1996)

(d) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

3.1.9-1 Electronic Commerce and Signature (July 2007)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are: email

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are all contract actions.

(e) The use of electronic signature technology is not authorized under this solicitation and the resulting contract. Contractors may use the following means of electronic signature technology

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security

standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

(End of Clause)

3.2.2.3-20 Electronic Offers (July 2004)

- (a) The offeror (you) may submit responses to this SIR by the following electronic means: e-mail, Your offer must arrive at the place and by the time specified in the SIR.
- (b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..
- (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
- (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
- (e) Send your offer electronically to kevin.o'hara@faa.gov
- (f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)